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October 22, 2003

VIA HAND DELIVERY

Hon. Deborah Taylor Tate
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Telepak, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 03-00573

Dear Chairman Tate:

Enclosed for filing are the original and fourteen copies of the Petition for Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Telepak, Inc. ("Telepak"). Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996. The enclosed Agreement was negotiated by Telepak and BellSouth and is consistent with the standards for approval.

Telepak and BellSouth respectfully request that the Petition and Agreement be filed, reviewed and considered for approval as expeditiously as possible.

Very truly yours,

Guy M. Hicks

GMH:dt

Enclosure

cc: Telepak, Inc., Attn: President

Charles L. McBride, Jr., Brunini, Grantham, Grower & Hewes, PLLC

In support of their request, Telepak and BellSouth state the following:

THE PARTIES

1. BellSouth is an incumbent local exchange carrier authorized to provide local exchange service in Tennessee.
2. Telepak is a telecommunications carrier that has been granted authority by the Federal Communications Commission to provide CMRS in a specific market in Tennessee.

THE AGREEMENT

3. Telepak and BellSouth have successfully negotiated the agreement for the continued interconnection of their networks. A copy of the Agreement is attached hereto and incorporated herein by reference.
4. BellSouth and Telepak have entered into this Agreement pursuant to Sections 251 (c) and 252 (a) of the Act.
5. Pursuant to Section 252 (e) of the Act, Telepak and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

COMPLIANCE WITH THE ACT

6. First, as required by Section 252(e)(2)(a)(i) of the Act, the Agreement does not discriminate against any other telecommunications carrier. Other carriers are not bound by the Agreement and remain free to negotiate independently with BellSouth pursuant to Section 252 of the Act.

**INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
TELEPAK, INC.**

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia Corporation, and Telepak, Inc., ("Carrier") a Mississippi Corporation and shall be deemed effective as of September 1, 2003, (the "Effective Date"). This Agreement may refer to either BellSouth or Carrier or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, BellSouth is an incumbent local exchange carrier authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Carrier is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS in the states of Alabama, Florida, Mississippi, and Tennessee; and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996, the Communications Act of 1934, as amended (the "Act") and the rules and regulations of the FCC, and to replace any and all other prior interconnection agreements, both written and oral;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Carrier agree as follows:

I. Definitions

A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

B. Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

C. Intermediary Traffic is defined as the delivery, pursuant to this Agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier ("LEC") other than BellSouth; a competitive local exchange carrier ("CLEC"); or another telecommunications company such as a CMRS provider other than Carrier

through the network of BellSouth or Carrier from or to an end user of BellSouth or Carrier.

D. Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to Carrier in BellSouth's service territory and in the same LATA in which the call originates and terminates on the network of Carrier in the MTA in which the call is handed off from BellSouth to Carrier. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules. Traffic delivered to or received from an interexchange carrier is not Local Traffic.

E. Local Interconnection is defined for purposes of this Agreement as (1) the delivery of Local Traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call, and (2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement or in accordance with applicable law.

F. Non-Local Traffic is defined as all traffic that is not Local Traffic.

G. Percent of Interstate Usage (PIU) is defined as a factor to be applied to that portion of Non-Local Traffic comprised of interstate interMTA minutes of use in order to designate those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate interMTA minutes of use, less any interstate minutes of use for "Terminating Party Pays" services, such as 800 Services. The denominator includes all interMTA minutes of use less all minutes attributable to Terminating Party Pays services.

H. Percent Local Usage (PLU) is defined as a factor to be applied to terminating minutes of use. The numerator is all Local minutes of use. The denominator is the total minutes of use including Local and Non-Local.

I. Point of Interconnection (POI) is defined as the physical geographic location(s), within BellSouth's service area within a LATA, at which the Parties terminate interconnection facilities for the origination and/or termination of traffic. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between BellSouth's network and Carrier's network.

J. Telecommunications Act of 1996 ("Telecom Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

K. Type 1 Interconnection is a trunk side connection between a BellSouth end office and Carrier's POI and provides the capability to access all BellSouth end offices within the LATA. Type 1 Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as in effect from time to time (or any successor thereto).

L. Type 2A Interconnection are one-way or two-way facilities that provide a trunk side connection between a BellSouth tandem switch and Carrier's POI and provides access to all BellSouth end offices and third party providers subtending the BellSouth tandem. Type 2A Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as in effect from time to time (or any successor thereto).

M. Type 2B Interconnection are one-way or two-way facilities that provide a high usage route between a BellSouth end office and Carrier's POI and provides access to all BellSouth NXX codes homed in that specific end office and is provided in conjunction with Type 2A Interconnection. Type 2B Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as in effect from time to time (or any successor thereto).

II. Purpose

The Parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act and the rules and regulations of the FCC.

III. Term of the Agreement

A. The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Mississippi, and Tennessee. The Parties will agree to amend the agreement as necessary to add additional states that Carrier may choose to do business in within the BellSouth territory.

B. The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new interconnection agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

C. If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section B above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions, and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement or if the Parties continue beyond the expiration date of this Agreement, to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions, and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.

D. If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to Carrier pursuant to the terms, conditions and rates set forth in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended.

IV. Methods of Interconnection

A. There are three appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either Party by the other Party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Type 1, Type 2A and Type 2B interconnection arrangements described in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement. Rates for virtual collocation will be based on BellSouth's Interstate Access Services Tariff, FCC #1, Section 20 and/or BellSouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis.

B. The Parties will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth access tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a

minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The Parties facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a Party interconnects via the purchase of facilities and/or services from the other Party, the appropriate intrastate tariff, as amended from time to time will apply. In the event such facilities are used for two-way interconnection, the appropriate recurring charges for such facilities will be shared by the Parties based upon percentages equal to the estimated or actual percentage of traffic on such facilities.

C. Nothing herein shall prevent Carrier from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate. Collocation arrangements may not be utilized to access Unbundled Network Elements, except as permitted by applicable law.

D. The Parties will establish trunk groups from the interconnecting facilities of subsection (A) of this section. Each Party will use its best efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

E. The Parties will use an auditable PLU factor as a method for determining whether traffic is Local or Non-Local. The PLU factor will be used for traffic delivered by either Party for termination on the other Party's network.

F. When the Parties provide an access service connection between an Interexchange Carrier ("IXC") and each other, each Party will provide its own access services to the IXC. If access charges are billed, each Party will bill its own access service rates to the IXC.

G. The ordering and provisioning of all services purchased from BellSouth by Carrier shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement.

V. Interconnection Trunk Group Options

A. One-Way Trunk Group Arrangement

If Carrier chooses a one-way trunking arrangement with BellSouth, the following will apply:

BellSouth will provide and bear the cost of a one-way trunk group to provide for the delivery of Local Traffic from BellSouth to Carrier's POI within BellSouth's service territory, and Carrier will provide or bear the cost of one-way trunk group(s) for the delivery of Carrier's originated Local Traffic and for the receipt and delivery of Intermediary Traffic to each BellSouth access tandem and end office at which the Parties interconnect.

B. Two-Way Trunk Group Arrangement

If Carrier chooses a two-way trunking arrangement with BellSouth, the following will apply:

BellSouth and Carrier will share the cost of the two-way trunk group carrying both Parties traffic proportionally. BellSouth will bear the cost of the two-way trunk group for the proportion of the facility utilized for the delivery of BellSouth originated Local Traffic to Carrier's POI within BellSouth's service territory (calculated based on the number of minutes of traffic identified as BellSouth's divided by the total minutes of use on the facility), and Carrier will provide or bear the cost of the two-way trunk group for all other traffic, including Intermediary traffic.

C. Combination Trunk Group Arrangement

If Carrier chooses a combination trunk group arrangement, the following will apply:

Carrier will provide or bear the cost of the two-way trunk group for the delivery of all CMRS originated Local Traffic and also the delivery and receipt of Intermediary Traffic. BellSouth will provide and bear the cost of a one-way trunk group to provide for the delivery of Local Traffic from BellSouth to Carrier's POI within BellSouth's service territory.

VI. Compensation and Billing

A. Compensation

1. Each Party will pay the other for terminating its Local Traffic on the other's network at the Local Interconnection rates as set forth in Attachment B-1. These rates are reciprocal for mobile-to-land and land-to-mobile calls.

2. Where one-way trunking is used, each Party will be solely responsible for the recurring and non-recurring cost of that facility up to the POI.

3. If Carrier is unable to determine the amount of BellSouth originated Local Traffic terminated to Carrier over two-way multi-use facilities, BellSouth will provide to Carrier, upon Carrier's written request to the Local Interconnection Service Center (LISC), on a quarterly basis the percent of total terminating traffic to Carrier that was originated by BellSouth. Such percent will be used to bill BellSouth for the BellSouth Local Traffic for the following quarter.

4. The Parties agree to share proportionately in the recurring costs of two-way interconnection facilities.

a. To determine the amount of compensation due to Carrier for interconnection facilities with two-way trunking for the transport of Local Traffic originating on BellSouth's network and terminating on Carrier's network, Carrier will utilize the prior months undisputed Local Traffic usage billed by BellSouth and Carrier to develop the percent of BellSouth originated traffic.

1. On some occasions Carrier may choose to purchase facilities from a third party. In the event that the purchase of facilities involves the establishment of new trunking arrangements to any BellSouth tandem/end office after the Effective Date of this Agreement, Carrier agrees to give BellSouth sixty (60) days notice prior to the purchase or construction of the facilities, in order to permit BellSouth the option of providing one-way trunking, if, in its sole discretion BellSouth believes one-way trunking to be a preferable option to third party provided facilities. Such notice shall be sent pursuant to Section XXIX. In the event BellSouth determines that one-way trunking is a preferable option to the new third party provided trunking facilities, BellSouth will give Carrier written notice of its intent to utilize one-way trunking within 10 business days of BellSouth's receipt of Carrier's notice. In the event BellSouth fails to give Carrier notice of its intent to utilize one-way trunking within the time frame set forth in the previous sentence, the new trunking facilities will be deemed accepted by BellSouth. Carrier will apply the BellSouth originated percent against the total cost of the two-way interconnection facility billed by the third party to Carrier. Carrier will invoice BellSouth on a monthly basis, this proportionate cost utilized by BellSouth. Two-way physical interconnection arrangements utilizing a third-party provided facility shall remain in place until such time as BellSouth provides notice to Carrier that one-way trunking or

another method is preferable. Upon receipt of such notice, the Parties shall agree on a mutually convenient time to convert such two-way physical interconnection arrangements, which shall not be more than sixty (60) days after receipt of such notice from BellSouth, unless otherwise mutually agreed to by the Parties.

2. For pre-existing two-way physical interconnection arrangements utilizing a third-party provided facility, Carrier shall bill BellSouth in accordance with 4.A.1 above for the use of such facilities from the Effective Date of this Agreement forward. Nothing herein shall affect either Party's position with respect to billing for such facilities under a prior agreement for the period prior to the Effective Date of this Agreement. Pre-existing two-way physical interconnection arrangements utilizing a third-party provided facility shall remain in place until such time as BellSouth provides notice to Carrier that one-way trunking or another method is preferable. Upon receipt of such notice, the Parties shall agree on a mutually convenient time to convert such two-way physical interconnection arrangements, which shall not be more than sixty (60) days after receipt of such notice from BellSouth, unless otherwise mutually agreed to by the Parties.

b. For two-way interconnection facilities purchased from BellSouth by Carrier, BellSouth will bill Carrier for the entire cost of the facility. Carrier will then apply the BellSouth originated percent against the total two-way interconnection facility charges billed by BellSouth to Carrier. Carrier will invoice BellSouth on a monthly basis, this proportionate cost for the facilities utilized by BellSouth.

5. The exchange of the Parties' traffic on BellSouth's interLATA EAS routes shall be considered Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Billing

1. The charges for Local Interconnection are to be billed monthly and paid within thirty (30) days. Usage charges will be billed in arrears.

2. Charges for terminating traffic will be the actual conversation minutes of use (MOUs) measured from receipt of answer supervision to

receipt of disconnect supervision, with such time accumulated at the end of the billing period and rounded up to the next whole minute.

3. The Parties will use an auditable PLU factor as a method for determining whether traffic is Local or Non-Local. The PLU factor will be used for traffic delivered by either Party for termination on the other Party's network.

4. Billing disputes shall be handled pursuant to the terms of this section.

a. Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the sixty (60) day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the terms of this Agreement.

b. For purposes of this Section, a billing dispute means a dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

c. If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor. The Parties shall assess

interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

5. Late payment fees, not to exceed 1 1/2% per month (or a lower percent as specified by an appropriate state regulatory agency) after the due date may be assessed, if undisputed interconnection charges are not paid, within thirty (30) days after the due date of the monthly bill. All charges under this Agreement shall be billed within one (1) year from the time the charge was incurred; previously unbilled charges more than one (1) year old shall not be billed by either Party.

6. Deposit Policy. When purchasing services from BellSouth, Carrier will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or any other form of security that is mutually agreed upon. Any such security deposit shall in no way release Carrier from its obligation to make complete and timely payments of its bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Carrier fails to remit to BellSouth any deposit requested pursuant to this Section, service to Carrier may be terminated and any security deposits will be applied to Carrier's account(s). If the Parties are unable to agree on a deposit within thirty days of Carrier's receipt of BellSouth's request for a deposit, either Party may petition one Commission, to be mutually agreed upon, for resolution of the dispute. If the Parties cannot agree on one Commission to resolve the deposit dispute, then petitions will be filed in each state wherein Carrier does business with BellSouth. Carrier may toll the 30 day period herein by filing a petition for resolution of the deposit dispute with the Mississippi Public Service Commission. If the Parties thereafter do not agree to have one Commission (in this instance the Mississippi Public Service Commission) resolve the deposit dispute, then additional petitions shall be filed as soon as reasonably possible with each state wherein Carrier does business with BellSouth. In the event the dispute is not submitted to a Commission within the aforementioned thirty days, and Carrier fails to remit to BellSouth any deposit requested pursuant to this section, service to Carrier may be terminated in accordance with

the terms of this section, and any security deposits will be applied to Carrier's account(s). If, however, either Party exercises its right to petition a Commission for resolution of a dispute regarding a deposit pursuant to this section, then the deposit dispute will be held in abeyance pending a determination by the Commission, and service will not be terminated unless and until the Commission renders its final order in favor of BellSouth, and Carrier fails to pay any deposit that it is required to pay in accordance with the terms of such final order.

VII. Non-Local Traffic Interconnection

A. The delivery of Non-Local Traffic by a Party to the other Party shall be reciprocal and compensation will be mutual. For terminating its Non-Local Traffic on the other Party's network, each Party will pay either the access charges described in paragraph (B) hereunder or the Non-Local Intermediary Charges described in paragraph (C) hereunder, as appropriate.

B. For originating and terminating intrastate or interstate interMTA Non-Local Traffic, each Party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in BellSouth's Intrastate Access Services Tariff or BellSouth's Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement.

C. If Non-Local Intermediary Traffic originated by Carrier is delivered by BellSouth for termination to the network of a nonparty telecommunications carrier ("Nonparty Carrier"), then BST will bill Carrier and Carrier shall pay a \$.002 per minute intermediary charge for such Intermediary Traffic in addition to any charges that BST may be obligated to pay to the Nonparty Carrier (collectively called "Non-Local Intermediary Charges"). The charges that BellSouth may be obligated to pay to the Nonparty Carrier may change during the term of this Agreement and the appropriate rate shall be the rate in effect when the traffic is terminated. The parties shall agree for purposes of this section, and subject to verification by audit what percentage of the Non-Local Traffic delivered to BellSouth by Carrier shall be subject to Non-Local Intermediary Charges. BellSouth shall not deliver traffic to Carrier that is destined for the network of a nonparty telecommunications carrier, and thus none of the Non-Local Traffic delivered to Carrier by BellSouth shall be subject to the Non-Local Intermediary Charges. However, in the event that circumstances change and BellSouth does begin to originate and deliver Intermediary Traffic to Carrier, the Parties agree to negotiate a mutually acceptable amendment to this Agreement to provide for compensation to Carrier from BellSouth for the delivery of said Intermediary Traffic by Carrier. Also, Intermediary Traffic transiting BellSouth's network to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic, as BellSouth is not obligated to pay Carrier for such traffic. In addition, traffic

received by BellSouth from an interexchange carrier for delivery to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic.

D. Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties. If actual traffic measurements are not available, then the following percents shall be used as default billing percents.

Carrier originated traffic to BellSouth

Local Traffic - 80%

Non-Local InterMTA InterState Traffic- 2.5%

Non-Local InterMTA IntraState Traffic- 2.5%

Non-Local Intermediary Only Traffic- 5%

Non-Local Intermediary Plus Cost Traffic - 10%

BellSouth originated traffic to Carrier

Local Traffic - 95%

Non-Local InterMTA InterState Traffic - 2.5%

Non-Local InterMTA IntraState Traffic - 2.5%

VIII. Provision of Network Elements

To the extent required by the Commission or the FCC, BellSouth shall, upon request of Carrier, negotiate an amendment to this Agreement to incorporate rates, terms and conditions for such elements.

IX. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provision Center.

X. Access to 911/E911 Emergency Network

A. BellSouth and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Carrier recognize the need to provide "911-like" service to mobile subscribers, both Parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth will route "911-like" calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier will provide the information necessary to BellSouth so that each call may

be properly routed and contain as much pertinent information as is technically feasible.

B. BellSouth and Carrier recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted or FCC or Commission mandated technical improvements that Carrier desires to implement and to permit Carrier to comply with applicable regulatory requirements.

XI. Access to Telephone Numbers

Carrier is responsible for interfacing with the North American Numbering Plan administrator for all matters dealing with dedicated NXXs. BellSouth will cooperate with Carrier in the provision of shared NXXs where BellSouth is the service provider.

XII. Local Number Portability

The Permanent Number Portability ("PNP") database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth will provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

XIII. Access to Signaling and Signaling Databases

A. BellSouth will offer to Carrier use of its signaling network and signaling databases at BellSouth's published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

B. Where interconnection is via B-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall not bill an STP port charge nor shall BellSouth pay a port charge; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge and shall pay usage billed by the Carrier at rates not to exceed those charged by BellSouth; 3) SS7 Link - BellSouth will bill its tariffed charges for only two links of each quad ordered. Application of these charges in this manner is designed to reflect the reciprocal use of the parties' signaling networks. Where interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall bill its tariffed STP port charge but shall not pay a termination charge at the Carrier's end office; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge but shall not pay for any usage; 3) SS7 Link - BellSouth shall bill its tariffed charges for each link in the A-link pair but shall not pay the Carrier for any portion of those links.

XIV. Network Design and Management

A. The Parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth will comply with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations, as amended, when providing public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

D. Interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the Parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.

E. The Parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the Parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the Parties will review engineering requirements on a periodic basis and establish forecasts for trunk utilization as required by Section V of this Agreement. New trunk groups will be implemented as stated by engineering requirements for both Parties.

G. The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each Party to bill properly.

XV. Auditing Procedures

Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties. The Parties will retain records of call detail for a minimum of nine months from which the PLU, the percent Intermediary Traffic, the percent interMTA traffic, and the PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

XVI. Liability and Indemnification

A. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT OR IN THIS SECTION XVI, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE, OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY THE OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

B. Neither Party shall be liable to the other for any act or omission of any other telecommunications company providing a portion of a service under this Agreement, nor shall either Party hold liable any other telecommunications company providing a portion of a service under this Agreement for any act or omission of BellSouth or Carrier.

C. Neither Party is liable for damages to the other Party's terminal location, (the POI), nor any customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by a Party's gross or willful negligence or intentional misconduct.

D. Each Party shall be indemnified, defended and held harmless by the other Party against any claim, loss or damage arising from the other Party's acts or omissions under this Agreement, including without limitation: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other Party's own communications; 2) Claims for patent infringement arising from

combining or using the service furnished by either Party in connection with facilities or equipment furnished by either Party or either Party's customer; 3) any claim, loss, or damage claimed by a customer of either Party arising from services provided by the other Party under this Agreement; or 4) all other claims arising out of an act or omission of the other Party in the course of using services provided pursuant to this Agreement. Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed. As a condition to the indemnification obligations set forth above, the Party seeking indemnity (the "Indemnified Party") shall give the Party from which it seeks indemnity (the "Indemnifying Party") reasonable notice and opportunity to defend any claim for which indemnity is sought. Upon tender of a claim to the Indemnifying Party, the Indemnifying Party shall have the right to control the defense and any settlement of such claim as it sees fit in its sole discretion. The Indemnified Party shall cooperate fully with the Indemnifying Party in connection with its defense of any such claim.

E. A Party may, in its sole discretion, provide in its tariffs and contracts with its customers and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to customer or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

F. Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

G. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement. As a condition to the indemnification obligations set forth above, the Party seeking indemnity (the "Indemnified Party") shall give the Party from which it seeks indemnity (the "Indemnifying Party") reasonable notice and opportunity to defend any claim for which indemnity is sought. Upon tender of a claim to the Indemnifying Party, the Indemnifying Party shall have the right to control the defense and any settlement of such claim as it sees fit in its sole discretion. The Indemnified Party shall cooperate fully with the Indemnifying Party in connection with its defense of any such claim.

H. Notwithstanding any other provision of this Agreement, claims for damages by Carrier or Carrier's clients or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability.

I. Notwithstanding any other provision of this Agreement claims for damages by BellSouth or any other person or entity resulting from the gross negligence or willful misconduct of Carrier shall not be subject to such limitation of liability.

J. Neither Party assumes liability for the accuracy of the data provided to it by the other Party.

K. No license under patents (other than the limited license to use) is granted by either Party or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement.

L. Each Party's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against them, acts of God, acts or the threat of terrorism, and other circumstances beyond their reasonable control.

M. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

N. The obligations of the Parties contained within this section shall survive the expiration of this Agreement.

XVII. Modification of Agreement

A. BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Carrier any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service, or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The portions of the adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

B. If either Party changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of such Party to notify the other Party of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

C. No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

D. Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Act and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

E. In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Carrier or BellSouth to perform any material terms of this Agreement, Carrier or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section XX.

XVIII. Taxes and Fees

A. Definition: For purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) which are imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

B. Taxes And Fees Imposed Directly On Either Providing Party Or Purchasing Party.

1. Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

2. Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

C. Taxes And Fees Imposed On Purchasing Party But Collected And Remitted By Providing Party.

1. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

3. If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party shall have the right, at its own expense, to contest the same in good faith, in its own

name or on the providing party's behalf. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the governmental authority.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

8. The purchasing Party shall have the right, at its own expense, to claim a refund or credit, in its own name or on the providing Party's behalf, of any such tax or fee that it determines to have paid in error, and the purchasing Party shall be entitled to any recovery thereof.

D. Taxes And Fees Imposed On Providing Party But Passed On To Purchasing Party.

1. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents.

between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party disagrees with the providing Party's determination as to the application or basis of any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional

information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

XIX. Treatment of Proprietary and Confidential Information

A. It may be necessary for BellSouth and Carrier, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

B. Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

C. Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

(a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

D. Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

E. Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliates.

F. The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.

G. Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

XX. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the Parties will initially refer the issue to the appropriate company representatives. If the issue is not resolved within thirty (30) days, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves the right to seek judicial review of any ruling made by the Commission concerning this Agreement.

XXI. Waivers

Any failure or delay by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXII. Assignment

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party or one or more of its Lenders (assuming Lenders comply with all Legal and Regulatory requirements) without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the effective date thereof. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation

hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

XXIII. Amendment

This Agreement may not be amended in any way except upon written consent of the Parties.

XXIV. Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remainder of this Agreement shall remain valid and enforceable and shall continue in full force and effect; provided however, that if any severed provisions of this Agreement are essential to any Party's ability to continue to perform its material obligations hereunder, the Parties shall immediately begin negotiations of new provisions to replace the severed provisions.

XXV. Survival

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall survive expiration or termination thereof.

XXVI. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state in which telecommunications services are provided, without regard to its conflict of laws principles, and the Act as amended by the Telecom Act.

XXVII. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XXVIII. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the

filing or approval of the Agreement, Carrier shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Carrier.

XXIX. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person, via overnight mail, or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.
675 W. Peachtree St. N.E.
Suite 4300
Atlanta, Georgia 30375
Attn: Legal Dept. "Wireless" Attorney

Telepak, Inc.
125 S. Congress St., Suite 1100
Jackson, Mississippi 39201
Attn: President

With a copy to:
Randy Ham-Assistant Director

3535 Colonnade Pkwy., Room NW1A
Birmingham, Alabama 35243

With a copy to:
Brunini, Grantham, Grower &
Hewes, PLLC
248 E. Capitol, Suite 1400
Jackson, Mississippi 39201
Attn: Charles L. McBride, Jr.

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails; and by overnight mail, the day after being sent.

C. Notwithstanding the foregoing, BellSouth may provide Carrier notice via Internet posting of changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement and any other information of general applicability.

XXX. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

XXXI. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

XXXII. Entire Agreement

This Agreement and its Attachments, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them. Any orders placed under prior agreement between the Parties shall be governed by the term of this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

BellSouth Telecommunications, Inc.By: 

Name: Randy J. Ham

Title: Assistant Director –
Wireless Interconnection

Date: 9/11/03

Telepak, Inc.By: 

Name: Tony Kent

Title: V.P.

Date: 9/4/03

Attachment A

Affiliates

None

Attachment B-1**CMRS Local Interconnection Rates**
(All rates are Per Minute of Use)

Effective Date through June 14, 2003

Type 1 (End Office Switched)	\$.0010
Type 2A (Tandem Switched)	\$.0010
Type 2B (Dedicated End Office)	\$.0010

June 15, 2003 through June 14, 2004

(If such dates are applicable during the term of this Agreement)

Type 1 (End Office Switched)	\$.0007
Type 2A (Tandem Switched)	\$.0007
Type 2B (Dedicated End Office)	\$.0007

Attachment B-1

Type 1, Type 2A, & 2B Mobile To Land Trunk Usage
 (All Rates are Per Voice Grade Trunk)

Mobile originated IntraMTA traffic over BellSouth Carrier Type 1, Type 2A, and Carrier Type 2B trunks, which terminate at BellSouth tandems (Local or Access) and/or BellSouth end offices, without recording capability, may be billed in either of two ways. CMRS providers may choose to either be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated traffic completed over one-way outward or two way trunks or may choose to provide traffic data in a company prescribed format to be used for billing purposes. Carrier provided traffic data will be billed at the rates prescribed in this attachment. If the Carrier chooses to provide traffic data, then the detail level provided must be in accordance with BellSouth requirements. Traffic data must be provided no more than thirty (30) days in arrears from the close of the normal billing cycle. If the traffic data is not received in the BellSouth prescribed format in the specified time period, the surrogate usage rate will be applied. Surrogate Usage for IntraMTA mobile originated traffic, which terminates in BellSouth's local service area, shall be billed at a per voice grade trunk level rate as follows:

	Type 1	TYPE 2A	Type 2B
All BellSouth States			
Effective Date			
Thru June 14, 2003	\$13.00	\$13.00	\$13.00
June 15, 2003			
Thru June 14, 2004 (If such dates are applicable during the term of this Agreement)	\$9.10	\$9.10	\$9.10